

**IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF
OKLAHOMA**

AMBERLEY HINER, individually;)	
WHITNEY CARLTON, individually)	
and AMBERLEY HINER, Personal)	
Representative)	
)	
vs.)	Case No. CIV-12-367-SPS
)	
FARMERS NEW WORLD LIFE)	
INSURANCE COMPANY)	
)	
vs.)	
)	
RALPH E. CARLTON, an individual)	

**AGREED ORDER GRANTING FARMERS NEW WORLD LIFE INSURANCE
COMPANY'S UNOPPOSED MOTION FOR DISCHARGE OF LIABILITY AND
DISMISSAL FROM THE ACTION**

This matter comes before the Court on Farmers New World Life Insurance Company's Unopposed Motion for Discharge of Liability and Dismissal from the Action [Doc. No. 69]. The Court, having reviewed all the pleadings, affidavits and evidence in this case, finds as follows:

FINDINGS OF FACTS AND CONCLUSIONS OF LAW

1. The Court has jurisdiction of the subject matter and of the parties. Venue is proper.
2. The subject of the above captioned action is the proceeds of a life insurance policy numbered 003226084U (the "Policy") issued to Paula Armer, in the amount of the amount of one hundred thousand dollars (\$100,000).
3. In April and May of 2012, prior to the filing of the Complaint herein, Farmers New World Life Insurance Company ("Farmers") received claimant statements from both the Plaintiffs and Ralph E. Carlton, each seeking the proceeds of the Policy. *See* [Doc No. 19, at Exhibits 7, 8, 10 and 11].

4. On November 14, 2012, Farmers filed its Third Party Complaint against Ralph E. Carlton as well as an Amended Answer and Cross Claim [counterclaim] against the Plaintiffs. *See* [Doc. Nos. 27 and 28]. Farmers' Cross Claim [counterclaim] and Third Party Complaint are for Rule 22(a)(2) interpleader and declare that Farmers has no interest in the proceeds of the Policy, except to pay the proceeds to the appropriate party.

5. Plaintiffs and Ralph E. Carlton have each entered their appearances and filed their answers to Farmers counterclaim and third party complaint for interpleader, making further claim for the proceeds of the Policy. Farmers has, therefore, been subject to inconsistent demands for the payment of the proceeds of the Policy and the threat of multiple vexation.

5. On June 26, 2013, pursuant to Rule 22(a)(2) and 67(a), the Parties filed a Joint Application to Allow Farmers to Deposit the Subject of the Interpleader into Court along with the requisite agreed order. *See* [Doc. No. 66].

6. On July 1, 2013, the Court executed the aforementioned agreed Order Directing Deposit of Subject of Interpleader (hereinafter referred to as the "Order"). *See* [Doc. No. 67]. In its Order, the Court directed Farmers to "deposit the proceeds of the Policy with the Court Clerk pending further Order of the Court for distribution." *See* [Doc. No. 67] at pg. 2. Additionally, pursuant to Rule 22(a)(2), the Court ordered the Plaintiffs and Third-Party Defendant Ralph E. Carlton to "interplead and settle amongst themselves the rights to the proceeds of the Policy." *See* [Doc. No. 67].

7. On July 5, 2013, pursuant to the Court's Order, Farmers deposited the subject matter of the action (\$110,160.62) with the Court Clerk, which consisted of the proceeds of the Policy along with accumulated statutory interest from the date of the insured's death on April 1, 2012 through July 2, 2013.

8. On July 18, 2013, Farmers filed its Unopposed Motion for Discharge of Liability and Dismissal from the Action and Brief in Support, moving the Court for an order discharging Farmers from liability for the proceeds of the life insurance policy at issue, dismissing it from the interpleader action and enjoining the Plaintiffs and Ralph E. Carlton from instituting additional proceedings affecting the proceeds of the policy or asserting additional claims arising from the Policy. *See* [Doc. No. 69].

9. The Court finds that rule interpleader is appropriate, Farmers' Unopposed Motion [Doc. No. 69] is well taken and said motion is hereby granted.


IT IS THEREFORE ORDERED that Farmers is discharged from any claim of any of these Plaintiffs or Third-Party Defendant Ralph E. Carlton to the proceeds of the Policy, as well as any claims for breach of contract or breach of the duty of good faith and fair dealing which arise from the Policy.

IT IS THEREFORE ORDERED that Farmers is dismissed with prejudice as a party to the action.

IT IS THEREFORE ORDERED that Farmers waives any claim to attorney fees or costs related to the action.

IT IS THEREFORE ORDERED that Plaintiffs and Ralph E. Carlton are hereby permanently enjoined from instituting or prosecuting any suit or proceeding against Farmers in any state or federal court regarding the proceeds of the Policy which have been deposited with this Court or asserting any claims arising from the Policy.

DATED this 23rd day of July, 2013.


Steven P. Shreder
United States Magistrate Judge
Eastern District of Oklahoma

APPROVED AS TO FORM AND CONTENT

For Farmers New World Life Insurance Co. <u>s/Johnny R. Blassingame</u> Johnny R. Blassingame, OBA # 21110 KERR, IRVINE, RHODES & ABLES 201 Robert S. Kerr Ave., #600 Oklahoma City, OK 73102-4267 (405) 272-9221 (405) 236-3121 Facsimile jblassingame@kiralaw.com	For Plaintiffs <u>s/Justin Stout*</u> Justin Stout, OBA #19581 WRIGHT, STOUT & WILBURN, PLLC 300 W. Broadway, P.O. Box 707 Muskogee, OK 74402-0707 918-682-1121; Fax: 918-683-6340 justin@wsfw-ok.com *Signed with permission of counsel
For Ralph E. Carlton <u>s/Clark S. Wood*</u> Clark S. Wood, OBA #9841 P.O. Box 1020 Sallisaw, OK 74955 (918) 775-9191; Fax: (918) 775-7549 cwoodlawoffice@sbcglobal.net *Signed with permission of counsel	